G. R. S. IX-5]

Previous references.

File No. 118

192 .

Serial Nos.

( ) 1-2

Later references.

GENERAL AND REVENUE SECRETARIAT.

Serial Nos.

Part B for

SUBJECT.

WD 1888—GPB—16,626—23-7-21

GPB—800—14-7-15

OFFICE OF THE
MUZRAI SUPERINTENDENT
IN MYSORE.

418
Dy 22
118—

NOTE.

SUBJECT. Lease of flower garden in Arapalyam village within the limits of the Madura municipality.

- - - -

	A.	G.
S.No. 5 ..	1	30
"" 7 ..	5	04

The lease of the marginally noted lands in Arapalyam village to Mr. V.S. Ramier of Madura was sanctioned in Burial Superintendent's proceedings No. 484-5 -- dated 30th January 1909.

2. In addition to the above bit of lands, the lessee agreed to take up another plot of land adjoining it measuring about 5 acres and 21 cents on a rental of Rs. 150 a year, after it came back to the possession of the Mahomedans in pursuance of para 4 (b) (i) of Government Proceedings No. 2111-5/ .F.250-10-2 dated 10th February 1914 sanctioning the lease of Arapalyam villages of Ayyur and Errampatti to Subbadar.

3. Accordingly, the late agent of the Mahomedans took possession of the said land on 31st May 1914 and issued a notice to the late Mr. V.S. Ramier asking him to take possession of the land and execute the necessary lease-deeds in respect of the additional bit of land.

Draft order submitted
16.8.21
Revd Member 24/8/21
1291-163
23 8 21
Dom proposed
Revd
24.8.21
Revd 24/8/21

Scotland

A° 1166-7 29-D-21

The Seal of the Campbells

Round that the Seal in use

in the Days of John Major

4. As Mr. Ramier did not respond to the notice, the late Government Agent Mr. A. Raghavendra Rao recommended that in the event of the lessee failing to take up the land even after a 2nd notice, the lease of the same might be granted to one Sivanandi Serval and Poovan Serval for 7 years on a rental raising from Rs. 125 to 150 a year.

5. The late Sheristadar Superintendent Mr. C. Aravamudu Iengar thereupon ordered that if it was not possible to arrange terms with Mr. Rama Iyer, the land might be leased out for one year to others. Accordingly, the late Amin leased the land to one Sivanandi Serval and Poovan Serval on a rent of Rs. 100/-, the lease period terminating on 15th October 1915. These lessees not only failed to pay the stipulated rent but also continued in possession of the leased property till 1st May 1917 on which date the land reverted to the Mutta's possession a second time.

6. A suit was filed in the Sub Judge's Court at Madura to recover the arrears of rutta and a decree was granted in favour of the Mutt. Steps are being taken to execute the same.

7. The late agent seems to have made no further attempts to transfer the land to Ramier nor to dispose of it to the best advantage of the Mutt.

Mr. Rajagopala Iyer, apparently with the connivance of one Mr. V.S. Ramachandra Rao who is alleged to have had possession

of the lands during 1917-18 and 1918-19, entered upon the possession of the land on 13th April 1920 and executed and forwarded to this office a lease-deed dated 15th April 1920, without my knowledge and without iving me an opportunity of scrutinizing the terms related therein.

8. The original lease-deed executed by late Mr. Rama Iyer has currency for 20 years with effect from 3rd March 1909. In para 18 of the counter deed executed by the late agent on behalf of Government, it is mentioned that the land in question would soon after its reversion to the Maina (i.e. on 31st May 1914) made over to Mr. Ramier but no mention is made as to whether the lease of the additional bit of land is to run for 20 years with effect from the date of -- actual delivery of possession, independently of the original lease or would expire with the original lease. Nothing to the contrary having been expressly stated, it has to be presumed that the lease period of the two bits of the land should terminate simultaneously, for it is obviously inconvenient for the lease of one bit to terminate in March 1939 and of the other bit in April 1940, as the lease deed now executed by Mr. Rajagopala Iyer purports to do.

9. In view of these circumstances, I said that the entire transaction should be treated as of no validity and issued -- endorsement No. R.C. 545 dated 9th September 1920 to Mr. Rajagopala Iyer intimating that the terms set forth in the lease-deed of

of 12th March 1909 could no longer be regarded as operative and that the document executed by him could not be considered as valid or binding. Thereupon Mr. Rajagopal Iyer deputed his agent Mr. Eswara Sastry to discuss the matter personally and come to a settlement. He had protracted interviews with Mr. T. Lakshmanarasimha Rao and not being able to come to a conclusion for want of instructions from Rajagopala Iyer, -- returned to Madura.

10. Finally endorsement No. 209 dated 30th April 1921 specifying the terms on ~~which~~ which the additional bit of land could be continued to him was issued with the concurrence of the Swamigalu and T. Lakshmi-narasimha Rao. The terms offered were.--

(1) That the period of lease of the land to terminate on the same date as the original lease in respect of which agreed dated 3rd March 1909 has been executed by his father.

(2) That the lessee should pay Rs. 300 annually in respect of the additional bit of land in lieu of Rs. 100/- as originally stipulated.

(3) That the lessee should deposit one year's gutta as security.

(4) That the lessee should recover at his cost about 36 cents of land said to have been encroached upon by the adjoining garden owner Angappan Sevai.

11. Mr. V.S.R. Rajagopala Iyer is agreeable to the terms except item No. 4 and requests that the land in question may be leased to him.

12. In view of the favourable decision of the Privy Council in the Appeal preferred by the Matha (Sri Vyasarayaswami Vs. Mr. Palusami Iyer), I am of opinion that the 4 conditions may be waived as the land no encroached upon will automatically come to the possession of the Institution.

13. As the terms now agreed upon are very advantageous and as the Swamigalu is also agreeable, I recommend that the lease of the land to Mr. Rajagopala Iyer may be sanctioned on the conditions noted above.

Huzrat Superintendent.

D.N. 5/8/21

SUBJECT .. ..

Diary No of letter replied to 418

Section Legn

File No. 118—21

Serial No. 2

General and Revenue Secretariat

Proceedings of the Government of His Highness the Maharaja of Mysore.

191

Date of issue 23 8 1921

Signed m. Ms

Head

Note Dt 5 August 2 from the Mug Supdt in Mysore submitting proposals for the leasing out of a Piece of land measuring 5 acres and 21 cents in Arapalayam Village, Madura

Order Thereon Dt

Dept endorsed to Sri Vyasaraya Swami Mutt

Order thereon No. 1166-7 Rev. dated 8.10.21

Mug 118-21-2

May this be

i Printed ?

ii Entered as a standing order

iii published in the Gazette English Part

iv translated

v placed at the disposal of the press

vi published in the Gazette Kannada Part ?

Under Mng. Supdt's Pro. no
484-5 Dy 20th January 1909
S. nos 5 and 4 in Arapalayam
Village within the limits of the
Madura Municipality entered
to Sri Vyasaraja Swami Matt,
were leased out to Mr V. S.
Ramier (since deceased) of Madura, for a
period of 20 years from
3rd march 1909. In addition
to these lands, the lessee
had agreed to take up another
plot of land adjoining it measuring
abt 5 acres, 21 cents on a rental of Rs 150/
after it came back to the
Matt on the expiry of the
then existing lease
The Mng Supdt reports that
Mr Rajagopala Ayer, son of late Mr Ramier, entered
upon possession of this
land on 13th April 1920,
and recommends that it
may be leased out to
Rajagopala Ayer on Cadavu Stipulated
conditions, as the terms
now agreed upon are
advantageous to the Matt

List of enclosures.

Copied by

Examined by

WD 1714—GPB—30,000—17-3 19

G.R. S. 27]

GENERAL AND REVENUE SECRETARIAT.

(*Continuation sheet draft form.*)

And as the Samajam is also agreeable to it (2) Under the circumstances reported, Govt are pleased to direct that the bit of land measuring 5 acres-2 cents be leased out to Mr. Rajagopala Iyer, on the conditions specified below (i) that the lessee should pay Rs 300 annually in respect of this land in lieu of ~~Rs~~ 150/ as originally stipulated (ii) that the period of the lease of the land be terminate on the same date as the original lease in respect of which a deed dt 3rd March 1909 has been executed by his father, & (iii) that the lessee

Deposit
one years Sitta as security.
Early steps should be taken
to get back Ths. 33 cents of land
said to have been encroached
upon by the adjoining garden
owners Angappan Servai.
Arrears of Sitta due
from the previous lessees
Sivanandi Servai and Poovan
Servai, who are reported to have been
in enjoyment of these lands from.
15th October 1916 to the
1st May 1917, should at
once be recovered as
fees and credited to the
funds of the Sabha.

Recd
24.8.24

U/S 15/8/24
DDJ Asst. Secretary

To
The Asst Surgeon in charge
with the records.

Compound No. 2

GPB—20 000—16-2 14